



**AGREEMENT BETWEEN**  
**THE BOROUGH OF COLLINGSWOOD**  
**AND**  
**CAREER FIRE OFFICERS OF COLLINGSWOOD**  
**FMBA LOCAL 108A**  
**FOR THE YEARS**  
**January 1, 2012 - December 31, 2015**

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## **ARTICLE I**

### **PREAMBLE**

This Agreement, entered into this day\_\_ of \_ 2013, by and between the Borough of Collingswood, hereinafter referred to as the Employer and the members of the Superior Firefighters, FMBA local 108a and the Borough of Collingswood, hereinafter referred to as the Association or Local, has as its purpose the promotion of harmonious relations between the Borough and the Local, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the Rules and Regulations of the Borough of Collingswood.

## ARTICLE II

### LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority conferred in by Law, Ordinance, Resolution, or Administrative code, and the Borough's Department Rules and regulations upon any Borough Official or in any way abridge or reduce such authority.

This agreement shall be construed as requiring both the Employer and the employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this agreement or any application of this agreement to any Employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect. The provisions of this agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing Local Laws.

### **ARTICLE III**

#### **RECOGNITION**

The Borough of Collingswood hereby recognizes FMBA Local 108a as the exclusive majority representative for all regularly employed fire officers employed by the Borough of Collingswood. The following are excluded from representation: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, police employees, casual employees, and all other employees employed by the Borough of Collingswood.

The Borough further recognizes the departmental representatives of the Association are to act as a liaison between the Fire Officers and the Borough in all matters pertaining to hours of work, wages, and working conditions and said departmental representatives of the Association, hereinafter referred to as representatives shall be free to meet with authorized representatives of the Borough.

## ARTICLE IV

### **EMPLOYEES RIGHTS AND PRIVILEGES**

1. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
2. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.
3. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Borough or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
4. Whenever an employee is required to appear before the Fire Chief or Borough Commissioners, or Borough representative for a hearing concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such hearing, and shall be entitled to have a representative of the Local present to advise them and represent them during such hearing.
5. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.

## ARTICLE V

### **MANAGEMENT RIGHTS**

The Borough of Collingswood Board of Commissioners hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

The Executive Management Administrative control of the Borough government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after 10 days advance notice to the Employees, to required compliance by the Employees, as recognized.

To hire all Employees and subject to the provisions of to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.

To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

To layoff Employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient or nonproductive.

The Borough reserves the right with regard to all other conditions of employment not reserved, to make such changes, as it deems desirable and necessary for the efficiency and effective operation of the Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices and the furtherance

thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under S.S. 40A, or any other National, State, County or Local Laws or Regulations.



## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **Purpose**

- A. The purpose of this procedure is to secure, as the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough staff.
- C. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any lawful or appropriate or other statutory or legal remedies.

#### **Definition**

The term "grievance" means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of employees.

#### **Steps of the Grievance Procedure**

In order to resolve grievances covered by this agreement between parties, this procedure shall be followed unless any step is waived by mutual consent.

#### **Step One**

The Association, on behalf of an aggrieved employee or employees shall institute action under the provisions hereof within Thirty (30) calendar days of the occurrence of the event, giving rise to the grievance. Action shall be instituted by filing a grievance with the Fire Chief with request that the Fire Chief investigate and resolve same. If a resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

### **Step Two**

A. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days, file the written grievance with the Borough Administrator. The written grievance at this step shall contain the relevant facts, the applicable section of the agreement allegedly violated, the remedy requested by the Association on behalf of the grievant. The Association shall have the right to expand its written submission at any step of the grievance procedure.

B. The Borough Administrator or the Borough Administrator's designee shall review the matter and make a written determination within ten (10) calendar days from the receipt of the written grievance.

### **Step Three**

In the event the grievance has not been resolved at Step Two, Association may, within ten (10) calendar days, file the grievance with the Borough Commissioners. The Borough Commissioners shall review the matter and make a written determination within thirty (30) Calendar days from the receipt of the written grievance.

### **Step Four**

A. In the event the grievance has not been resolved at Step Three, the Association may, within thirty (30) calendar days of the Borough Commissioners decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by Borough Commissioners.

### **Arbitration**

A. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts relative to the grievance that are presented. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United State where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

B. The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after conclusion of the arbitrator hearing unless otherwise agreed to by the parties.

### **Group Grievances**

Group grievances, which shall be defined as those affecting "substantially" all of the members the Association shall be filed by the Association, and the Association only.

## ARTICLE VII

### **DUES CHECK-OFF**

1. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S) 52: 14-15,93, as amended.
2. Check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by a representative of the Borough, during the month following the filing of such card with the Borough.
3. If during the lifetime of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough with written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its numbers showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
4. The Association will provide the necessary "Check-off Authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to Borough.
5. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Borough. The filling of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9c, as amended.
6. All employees benefiting from the bargaining unit who are not members of the association shall be required to pay a representation fee in lieu of dues for services rendered by the association.
7. The representation fee shall be in the amount equivalent to the regular membership dues, initiation fees and assessments charged by the association to its own members, less the cost of benefits financed through dues and availability only to members of the association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
8. The association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the association.

9. The association shall be entitled to the representation fee only if membership is available to all employees on an equal basis; and that nothing herein shall be deemed to require any employee to become a member of the association.
10. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

## ARTICLE VIII

### REPRESENTATIVES

1. An aggregate of two (2) representatives shall be elected/appointed by the President of the Association each year to represent the Association in grievances with the Employer. The Association shall notify the Borough, in writing, as to the identity of these two (2) elected/appointed representatives before they are actually assigned by the Association to proceed with an investigation into particular matter.
2. These two (2) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.
3. The Borough shall grant the Association reasonable use of the Employer's facilities and equipment for the purpose of conducting Association business in reference to contract negotiations. The Association will hold all responsibility for and all damage to the Employer's facilities and equipment may take place at that time.
4. The Borough agrees to grant time without loss of regular straight time pay to the Executive Delegate and the President of the Association for the purpose of attending the regularly scheduled meetings of the State Association provided that at least seventy-two (72) hours written notice is given to the chief. This shall be provided that no more one scheduled employee is off for this purpose. The Association shall designate, at the beginning of each year the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall switch tours in order to receive pay for the purpose of attending said meetings; and it is also understood that if any meetings occur on a non-scheduled period the employee will receive no pay. It is provided further that the granting of such leave shall not interfere with the operation of the Department. The numbers of meetings shall not exceed one (1) per month and provided six (6) firefighters remain on duty.
5. The Borough agrees to grant time off for conventions pursuant to N.J.S.A. 40A: 14-177; with the Executive Delegate and the President being off for four (4) days, (total time of the convention meetings), or their alternates.

## ARTICLE IX

### WORK WEEK

The regular duty schedule will provide a basic workweek of fifty-six (56) hours per week. The employee shall perform his/her duties, as per department guidelines, during each duty tour. The work schedule can be changed at any time with agreement between the Chief, Borough and Union.

#### **24-Hour Shift: (0800 HOURS TO 0800 HOURS)**

Each employee will be scheduled to work three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of workday assignments shall provide each employee with the following pattern of duty tours: One (1) twenty-four (24) hour tour of duty; followed by one (1) twenty-four (24) hour day off period; followed by a second twenty-four (24) hour tour of duty; followed by a second twenty-four (24) hour day off period; followed by a third twenty-four (24) hour tour of duty; followed by four (4) twenty-four (24) hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in the fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven (27) day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or his designee will schedule an employee a tour of duty of less than twenty-four (24) hours (twelve (12) hours) within any such twenty-seven (27) day work period. Employees will continue to receive weekly pay computed without reference to actual hours worked under this schedule arrangement, and the weekly pay shall be computed on a yearly average basis.

#### **Straight Day Shift: (0800 HOURS TO 1700 HOURS) - 5 DAYS.**

When a Firefighter works six (6) consecutive days, he/she shall be granted eighty-seven (87) hours off. When a Firefighter works five (5) consecutive days, he shall be granted sixty-three (63) hours off. When this is not possible, compensatory time will be granted as above.

1. All Firefighters are expected to assist any other department in the Borough in an emergency situation, under the direction of the Director of Public Safety and/or the Fire Chief.
2. Employees required to work in excess of their regular shift, with the approval or at the request of the Borough or its designee, shall be afforded pay or compensatory time, at the employee's choice, as compensation computed at a rate of time and one half (1 1/2).

3. The Borough or its designee may recall employees to duty for overtime. Employees recalled to duty shall be compensated for such recall by pay or compensatory time, at the employee's choice, computed at a rate of time and one half 1 (1/2). Employees shall be compensated a minimum of two (2) hour, regardless of actual time recalled to duty.
4. Employees shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his/her election with the approval of the Fire Chief. Approval shall be based on staffing requirements and prior time off requests made for said dates and availability of manpower to cover said shifts.
5. Compensatory and holiday time that is not used within the calendar year shall accumulate to the employee's credit from year to year up to a maximum of 480 hours. Employees shall have the option to sell back unused accrued compensatory and/or holiday time, up to but not exceeding eighty-one (81) hours. Monetary payment shall be made the first pay in November of each year.



## ARTICLE X

### COMPENSATION

It is acknowledged by and between the parties that the regular salaries for the Fire Officers are as follows:

	<b>1.5%</b> <b>2012</b>	<b>1.5%</b> <b>2013</b>	<b>1.75%</b> <b>2014</b>	<b>1.75%</b> <b>2015</b>
Captain	\$85,435	\$86,717	\$88,234	\$89,779
Administrative Lieutenant	\$79,399	\$80,590	\$82,000	\$83,435
Shift Lieutenant	\$72,188	\$73,270	\$74,554	\$75,858

- A. The Borough agrees to pay the above salaries to the Fire Officers on a bi-weekly basis.
- B. Any Fire Officer that assumes the responsibility of a higher-ranking officer on an acting basis shall receive the salary of the higher rank for the duration of time worked in that position; said assumption of responsibilities shall be approved by the Chief of Department.
- C. At no time shall the Shift Lieutenant's base salary be less than 10% more than the highest paid firefighter's base salary.
- D. At no time shall the Administrative Lieutenant's base salary be less than 10% more than the highest paid Shift Lieutenant's base salary.
- E. At no time shall the Captain's base salary be less than 10% more than the highest paid Administrative Lieutenant's base salary.
- F. All movement on this compensation guide shall be on the employee's calendar each year set forth be this agreement.
- G. Any firefighter who works between 1700 hours and 0800 hours shall be eligible for shift differential as follows: 5% bi-weekly; hired after 1/1/2012 1% bi-weekly.
- H. Any officer performing the below duty shall be compensated as follows for the additional duties and workload required by said position;
  - The fire investigator will receive a flat fee of \$90 when he/she is called to a scene to complete a fire investigation when he/she is off duty. This will be paid in the regular pay.
- I. The Borough agrees to pay the above salaries to the Fire Officers on a biweekly basis, providing all Borough of Collingswood Employees are paid in the same manner. All compensation other than salary, shift differential, acting officer and overtime shall be paid in a separate check.

## ARTICLE XI

### **RETROACTIVE PAY**

It is understood and agreed by all parties to this Agreement that all provisions referred to in this Agreement will be retroactive to January 1, 2012. When this contract has been settled and signed by all parties, all salaries will be adjusted to the current rate of this contract and all monies due will be paid to all employees within thirty (30) days of said signing.

## ARTICLE XII

### LONGEVITY

1. All bargaining unit employees shall be entitled to longevity payments as follows:

#### Years of Service

5 – 7	5.00%
8 – 11	7.5%
12 – 14	8.50%
15 – 19	9.00%
20 – 24	9.50%
25 & up	9.75%

2. Any employee hired after 1/1/1999 shall receive a capped longevity rate as follows:
  - A. One year (1) through five (5) years of service shall receive \$750.00
  - B. Six years (6) through ten (10) years of service shall receive \$1250.00
  - C. Eleven years (11) through fifteen years (15) of service shall receive \$1,500.00
  - D. Sixteen years (16) through twenty years (20) of service shall receive \$1,750.00
  - E. Twenty years (20) of service and up shall be \$2,000.00
3. Said longevity payments shall be added the employee's annual base salary for pension only, payable in bi-weekly increments together with said salary.
4. If an employee leaves the service of the Borough prior to December 1<sup>st</sup> of the current year, longevity will be based on his/her length of service as of December 1<sup>st</sup> of the current year, prorated and paid at the time of separation.

## **ARTICLE XIII**

### **PERSONNEL**

The Collingswood Fire Department shall have a minimum of seventeen (17) personnel, to include Firefighter/EMT's, Officers, and a Chief. Per shift, there shall be a minimum of four- (4) Firefighter/EMT's, Officers, and a Chief, or any combination of these, on duty 24 hours a day.

## ARTICLE XIV

### VACATION

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:
  - A. Commencing with the seventh (7) month through the first (1) year, fifty-four (54) hours of vacation time.
  - B. Commencing with the second (2) year through the fourth (4) year inclusive, one hundred and eight (108) hours of vacation time.
  - C. Commencing with the fifth (5) year through the eighth (8) year inclusive, one hundred twenty-six (126) hours of vacation time.
  - D. Commencing with the ninth (9) year through the tenth (10) year inclusive, one hundred thirty-five (135) hours of vacation time.
  - E. Commencing with the eleventh (11) year through the twelfth (12) year inclusive, one hundred forty-four (144) hours of vacation time.
  - F. Commencing with the thirteenth (13) year through the fourteenth (14) year inconclusive, one hundred sixty-two (162) hours of vacation time.
  - G. Commencing with the fifteenth (15) year through the twentieth (20), two hundred sixteen (216) hours of vacation time.
  - H. Commencing with the twenty-first (21) year and every year thereafter, two hundred forty (264) hours of vacation.
2. Vacation scheduling will be the responsibility of the Fire Chief and shall be granted upon request with priority of dates according to seniority.
3. Vacation time not used will be prorated for the current year and paid to any Firefighter who is retiring or resigning, in good standing, and will be a part of his final paycheck.
4. Vacation time shall be determined by length of employment as of date of hire.

## **ARTICLE XV**

### **HOLIDAYS**

1. Each Firefighter covered under this contract shall receive a total of 144 hours of holiday time added to the yearly schedule at the time the schedule is prepared.
2. Day work is equal to nine (9) hours off. Night work is equal to fifteen (15) hours off.
3. Any employee leaving the Borough employment during the course of the year shall be entitled to be paid for the holidays accrued, less any holiday time taken.

## ARTICLE XVI

### SICK LEAVE

1. For employees hired before January 1, 2012, sick leave shall be granted per the following schedule:

6 months through 2 years employment ..... 25 days  
3 years through end of 4 years employment ... 50 days  
5 years through end of 6 years employment ....75 days  
7 years through end of 8 years employment ...100 days  
9 years through end of 10 years employment ... 120 days  
11 years through end of 12 years employment ...150 days  
13 years through end of 14 years employment ...170 days  
15 years through end of 16 years employment ....195 days  
17 years through end of 19 years employment ... 220 days  
20 years through end of 22 years employment...240 days  
23 years through end of 25 years employment...265 days  
After employed for 25 years...290 days

2. For employees hired after January 1, 2012, sick leave shall be granted per the following schedule:

6 months through 2 years employment ..... 20 days  
3 years through end of 4 years employment ... 25 days

5 years through end of 6 years employment ....30 days  
7 years through end of 8 years employment ...35 days  
9 years through end of 10 years employment ... 40 days  
11 years through end of 12 years employment ...50 days  
13 years through end of 14 years employment ...75 days  
15 years through end of 16 years employment ....100 days  
17 years through end of 19 years employment ... 120 days  
20 years through end of 22 years employment...140 days  
23 years through end of 25 years employment...160 days  
After employed for 25 years...175 days

#### **SICK LEAVE SELL BACK**

Sick leave shall only be accruable at the rate of 7 days per year, provided 5 days or fewer of the above sick leave days are used, exclusive of any days sold back to the Borough. Any sick time taken in excess of 5 days shall first be charged against the 7 accruable days for that year.

The first 7 days of each of the above-mentioned sick leave periods, or so, many of them as shall not be used or sold back to the Borough, shall accumulate from year to year.

Employees with five years of service or more who annually (within a calendar year) use 5 sick days or less, can at the employee's option, sell, at their daily rate of pay(formula below), 6 sick days back to the Borough. Sick days used in excess of 5 shall be deducted from the 6 able to be sold (i.e. pay in first pay after passage of budget of given year for the previous year).

Calculation of daily rate is the employee's annual salary with longevity divided by 26 and then divided by 10.

When employee calls in sick for a shift, 1 day will be deducted from the employee's sick time bank for each shift.

At the end of each calendar year the Fire Chief shall provide a written statement to the Borough of each firefighter's accrued sick leave.

The parties agree that all accumulated sick days up to December 31, 2012 shall be totaled and calculated into a monetary value according to the formula above. At retirement, employees hired before December 31, 2012, shall receive this totaled amount of accrued time, plus any



additional time accrued after December 31, 2012, which shall be tracked by the Borough by hours in accordance with the formula above, subject to the monetary caps below.

The sick time bank dollar value as of January 1, 2013 will be the cap at its total amount if it is in excess of \$15,000 for each employee; if not in excess of \$15,000 then the bank is capped at \$15,000 in value. Superior officers hired after 1/1/2012 shall be capped at accruing sick leave at \$15,000

Any officer promoted into a position covered under this Agreement after January 1, 2013, who accrued over \$15,000 as a firefighter before the promotion shall be capped at the amount he/she accrued before the promotion. If the promoted officer accrued less than \$15,000 at the time of promotion, he/she will be permitted to accumulate sick time up to \$15,000.

All employees may continue to earn and accrue sick leave, but it will have no cash value once the Cap amount is reached. Sick leave usage is from newest day earned and shall not affect the Cap amount unless the actual usage will bring the dollar value below the established or earned Cap.

Employees may sell back a maximum of 6 days per year, those days sold back shall not be part of the accrued sick leave Cap bank, and are not in addition to the 7 days the employees are permitted to accrue as set forth above. Said "sold" days for a given year shall be paid in a separate payroll check in the first payroll period of the following year after passage of the municipal budget.

## ARTICLE XVII

### **BEREAVEMENT LEAVE**

In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay for six (6) constructive calendar days.

The term "immediate family" shall include, Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Children, Foster Children, and Stepchildren.

Employees will also be excused five (5) days without loss of pay if death occurs to any of the following relatives: Sister, Brother, Step – Mother/Father.

Employees will also be excused three (3) days without loss of pay if death occurs to any of the following relatives: son-in Law, daughter-in-law, Sister-in-Law, or Brother-in-Law, Grandmother or Grandfather, and Grandchild.

Employees will also be excused one (1) day without loss of pay if death occurs to any of the following relatives: Aunt, Uncle, niece and nephew.

Bereavement leaves maybe extended for sufficient cause at the discretion of the Borough or its designee.

## ARTICLE XVIII

### **MILITARY LEAVE**

1. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

## ARTICLE XIX

### LEAVE OF ABSENCE

1. Leave of Absence without pay shall be granted for good cause to any employee who has been employed for a period of ninety (90) days.
2. Any leave of absence may be extended by the Borough but, not any period to exceed more than one (1) year when added to previously granted leave of absence.
3. During an employee's leave of absence, the Borough will not be responsible to provide the said employee benefits. However, if the employee wishes Health and Dental coverage to be extended to him/her during that leave, the Borough will provide said coverage. The fee for the coverage must be reimbursed by the employee when the Borough is being billed.
4. No reasonable leave of absence request will be denied without good cause.
5. A denied leave may be appealed through the grievance process in Article VI
6. No reasonable leave of absence request will be denied without good cause, except that no leave of absence shall be granted to allow the employee to seek employment with a third party.

## ARTICLE XX

### **RETIREMENT, SEPARATION OR DEATH**

1. Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Borough of Collingswood.
2. Employees, hired before January 1, 2012, retiring after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, accumulated compensatory time, accumulated vacation, and sick leave days, personal leave days as provided in this Agreement. Said payments shall be computed at the rate of pay and prorated at the time of his/her retirement based upon the base annual compensation. Said payment shall be made within thirty (30) days of retirement.
3. Employees, hired after January 1, 2012, retiring after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 and twenty-five (25) years of service with the Borough, or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, accumulated compensatory time, accumulated vacation, and sick leave days as provided in this Agreement. Said payments shall be computed at the rate of pay and prorated at the time of his/her retirement based upon the base annual compensation. Said payment shall be made within thirty (30) days of retirement.
4. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holidays, accumulated compensatory time, vacation, sick leave days and personal leave days, as provided in this Agreement. Payments shall be made at the employee's rate of pay and prorated at the time of his/her death. Said payment shall be made within thirty (30) days of the employee's death.
5. In the event of an employee's separation or termination from service for any reason not set forth in sections 2, 3 and 4 above, all accumulated holidays, accumulated compensatory time, vacation, sick leave and personal leave, shall be paid to the employee, at the employee's rate of pay and prorated, at the time of separation. Said payment shall be paid in one lump sum. Payment shall be made by November 15<sup>th</sup> of the year of separation or termination.
6. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all holiday, vacation, sick leave days, personal leave days accrued shall be payable to the employee's estate or legal representative. Payment for accrued time shall be made within thirty (30) days of the employee's death.

7. Separation shall be defined as a permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, or other temporary leaves.
8. Death in the Line of Duty – “If a firefighter dies in the line of duty as determined by New Jersey State Law, the surviving spouse and dependents shall be covered by medical benefits until his/her status in life changes (remarried, employment, etc.) or for seven (7) years, whichever is first.”

## ARTICLE XXI

### **HOSPITALIZATION AND MEDICAL BENEFITS**

1. All health benefits currently provided to employees and their families by the Borough shall be retained and remain in full force and effect during the term of this Agreement. Any changes in the current plans must be negotiated with both parties. The employees shall not have any reduction in their current coverage.
2. Upon retirement, an employee with twenty-five (25) years of service in the State Pension System will be entitled to fully paid health and dental plan benefits for the retiree, spouse and eligible children for the life the retiree. At the time of retirement, the employee's current coverage (ie. Single, Married, etc.), shall remain for the life of the employee.

#### **Co-Pays are as follows:**

##### **Prescription**

###### **HMO**

\$10 – Generic  
\$15 – Name Brand  
\$35 – Formulary

###### **PPO**

\$10 – Generic  
\$20 – Name Brand  
\$35 – Formulary

##### **Medical**

###### **HMO**

\$15.00

###### **PPO**

\$20.00

## ARTICLE XXII

### PENSIONS

1. All employees shall retain all pension rights afforded to them under the Police and Firefighters Retirement System.

## ARTICLE XXIII

### CLOTHING AND UNIFORM ALLOWANCE AND MAINTENANCE

1. The Borough will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth below. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
2. The Borough will be responsible for the cost of changes in uniform and turnout gear, required by law, and replacing any turnout gear damaged or contaminated in the line of duty.
3. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear department issued undershirts). The Fire Chief shall determine the proper uniform for the work being performed.
4. As of 1/1/2012 each employee shall receive \$1,200 and employees hired after 1/1/2012 shall receive \$600 in uniform allowance to purchase and maintain their station work uniform annually at the first pay after passage of the municipal budget. The employee will maintain the following at all times.
  - 3 Short Sleeve Shirts
  - 3 Long Sleeve Shirts
  - 3 Pants
  - Approved Coat
  - Approved station shoe/bootIf in the Chief's opinion a station uniform is not presentable, the employee will be required to have it replaced.

Any new hire will be provided with the following and not receive the clothing allowance in his/her first year

- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 3 Pants
- Approved Coat

All employees will be provided with department issued t-shirts, badges, collar brass and Class A dress uniform replacement on an as needed basis at the Chief's discretion.

5. The checks shall be issued in separate check within thirty (30) days of passage of the current year's budget.
6. Each Officer shall receive the following dress uniform articles at the completion of their probation period:
  - 1 pair dress pants
  - 1 long sleeve dress shirt
  - 1 short sleeve dress shirt
  - 1 dress blouse/jacket
  - 1 garrison belt
  - 1 bell cap
  - 2 breast badges (1 jacket size, 1 shirt size)
  - 1 black tie
  - 1 tie clip
  - 1 name badge with "serving since" undertag
  - 1 pair jacket collar brass
  - 1 pair shirt collar brass
7. Each officer shall receive one new turnout coat and turnout pants every 5 years on a staggered rotating basis
8. Boots – The Borough will contribute the amount it pays for rubber boots towards the purchase of leather boots by employees who desire to purchase them, limited to one pair every five years.
9. Names – Names will be sewn on the back using Velcro to all members running gear.

For the period from 1/1/2012 to 12/31/2012 current employees shall be paid \$540 immediately after contract execution and implementation



## ARTICLE XXIV

### TRAINING

Whenever the Fire Chief requires schooling or training, any duty member that is attending the school/training and any member that covers for on duty personnel shall receive compensation at the rate of one and a half times his regular rate each hour worked. Employees shall have the option of selecting compensatory time off in lieu of payment. Said time shall be credited at one and one half hours for each hour worked.

The time will be returned at the discretion of the Fire Chief, schedule permitting, upon successful completion of the course.

#### CEU Compensation:

**Annual License Incentive:** Any employee who obtains and keeps current their Fire Inspector, Fire Official, Fire Sub-Code Official or Fire Instructor license/certification shall receive a \$300.00 check for each license/certification at the time of the renewal of the license.

All courses must be pre-approved by the Chief of the department.

The Borough will reimburse any employee, college tuition cost for any class that is required to obtain a Fire, EMS, or Public Administration degree or certificate as long as a "C" average or better is achieved. Any non-fire related courses costs shall be returned to the Borough should the employee leave the Borough's employment within five (5) years of the completion of said course(s) with the exception of retirement, death or disability. The Chief of the Department prior to attendance must approve said course(s).

## ARTICLE XXV

### **PERSONNEL RECORDS**

1. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Borough or its designee.
2. Upon advance notice and at reasonable times, any employee reviews his/her personnel file. However, this appointment for review must be made through the Fire Chief or his designee.
3. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut the complaint if he/she so desires.
4. All personnel files will be carefully maintained and safeguarded permanently. Nothing placed in any files shall be removed.
5. Maintenance of personnel files will be in accordance with Archive Laws of the State of New Jersey.

## **ARTICLE XXVI**

### **BULLETIN BOARD**

1. The Borough agrees to supply eight (8) square feet of bulletin board space, within an area accessible to all bargaining unit employees to be exclusively for the use of the Career Fire Fighters of Collingswood FMBA Local 108a.

## **ARTICLE XXVII**

### **SEPARABILITY**

Each and every clause of this agreement shall be deemed separate from each and every other clause, to the extent that in the event of any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and non-enforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

## **ARTICLE XXVIII**

### **FULLY BARGAINED PROVISIONS**

1. This Agreement incorporates the entire understanding of the parties in all matters, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

## **ARTICLE XXIX**

### **DRUG TESTING POLICY**

1. The members agree to participate in a mutually agreed drug testing policy between the membership and the Borough of Collingswood.
2. Any changes to the drug testing policy shall be negotiated through the membership

## **ARTICLE XXX**

### **COURT OR DEPOSITIONS**

Any time an employee has to attend court or any deposition when scheduled off they shall be compensated as follows: \$115; if the employee is there for more than two (2) hours the employee shall be compensated at one and one-half time their current salary for the time spent at the court or deposition. The employee shall furnish the Chief with the deposition notice.

In the event of an Officer is required to furnish his own transportation for any such appearance, as referred to above, other than for any such appearance in any court agency in Collingswood, he shall be compensated for mileage at the rate of Seventeen (\$.17) per mile, less any compensation received by him from any other source for such travel expenses.

The compensation provided for the above shall be paid in the pay check issued on the first pay day following the month in which same has been earned and indicated as court time on the check stub.

## **ARTICLE XXXI**

### **LEGAL AID**

- A. In Civil Actions, the Borough agrees to defend and to satisfy any judgment, which may be rendered against any employee for the action arising out of his employment with the Borough.
- B. The Borough will comply with N.J.S.A. 40A: 14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to the performance of his duties.
- C. In the event an employee is paid for cost of his defense, pertaining to a charge arising from the performance of his duties, under N.J.S.A. 40A: 14-155, the “cost of defense” shall be deemed to include filing fees.

## **ARTICLE XXXII**

### **COMMUNICABLE DISEASE**

Any employee who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident or investigation reports shall be used to validate or challenge such claims.

## ARTICLE XXXIII

### DURATION, TERM AND RENEWAL

This Agreement shall be effective \_\_\_\_\_ and shall remain in full force and in effect January 1, 2012 through December 31, 2015 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred and fifty 150 days nor no later than one hundred and twenty 120 days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

### **OTHER TERMS NEGOTIATED-ARTICLE NUMBER TO BE DETERMINED**

In the event of an emergency, full-time career firefighters shall have the right of first refusal for overtime purposes. This provision does not apply to instances for which the part-time employees were hired, including, but not limited to filling in for vacations, sick leave and other leaves of absence from the Borough.

IN WITNESS WHEREOF, the parties have hereto their hands and seals at the Borough of Collingswood, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_,


Any proposals raised, discussed or otherwise dealt with during negotiations, which are not included herein are deemed to be withdrawn.

By signing this Memorandum of Understanding, I understand the terms, as set forth above, resolve any and all outstanding issues with respect to the understanding between the Local and the Borough for the years 2012-2015, pursuant to a tentative agreement reached between the parties on March 4, 2013.

It is further understood, that this Memorandum of Understanding is contingent upon ratification by the Local and approval of the Borough Commission, and will be invalid and unenforceable if not ratified.

  
Union Representative      4-3-13  
Dated:

  
Borough Representative      4-1-13  
Dated:

  
Union Representative      4/4/13  
Dated:

\_\_\_\_\_  
Borough Representative      Dated:

## **ADDENDUM "A"**

### **DRUG POLICY**

#### **Section 1. Policy**

1-1. Identification and Rehabilitation of Drug Users. This Policy establishes uniform procedures for the administration of screening tests to identify and control the use of drugs by all fire department members in the Collingswood Fire Department (hereinafter "Fire Department"). The purpose of this Policy is to provide for voluntary recognition and rehabilitation of drug users. It is also intended for those who have not yet recognized that they have a problem. As to these individuals, the Fire Department will identify them and provide an opportunity for rehabilitation.

1-2. Applicability of Policy. This Policy applies to all personnel under the Fire Department collective bargaining agreement with the Local 108's Firemen's Mutual Benevolent Association, (hereinafter the "Union"). This Policy supersedes all prior policies and ordinances on this subject matter.

1-3. Testing for Drugs. The Borough Of Collingswood (hereinafter the "Borough") intends to test for drugs which have a high potential for abuse, or have no medical use, or no safe protocol for such use. The drugs for which members will be tested are limited to those specifically enumerated in this Policy.

#### **Section 2. Purpose**

2-1. Elimination of Drug Use. The Fire Department's responsibility is to insure that those members employed in the Borough's Fire Department are not involved in the use, abuse or distribution of drugs, for the safety of the general community and fellow members.

2-2. This Policy takes cognizance of member rights under the Constitution of the United States of America and the Constitution of the State of New Jersey and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

2-3. Monitoring Members for Drugs. This Policy is established to help combat the national epidemic in the illegal use of and trafficking in drugs. It is adopted to rationally foster the Borough's efficient operation of its Fire Department and to establish a reasonable and uniform system for the Borough to monitor its fire department members for drug use.

2-4. Identifying Drug Users. Another purpose of this Policy is to identify fire department members who do not recognize that they have a dependency, require that they enter a rehabilitation program as a condition of continued employment, and provide them with opportunities to attend such a program.

2-5. Assistance to Drug Users. It is not the purpose of this Policy to punish fire department members. Its purpose is to help addicted members recognize that they have a dependency and encourage them to voluntarily enter a rehabilitation program.

2-6. Necessity for Policy. This Policy is necessary for the following reasons:

- (a) to preserve and protect the integrity and personnel of the Borough's Fire Department;
- (b) to guard against the harmful consequences to the public good caused by the use of or trafficking in drugs by fire department members;
- (c) to preserve and maintain a high degree of public confidence in all those charged with upholding public order and safety;
- (d) to assist fire department members who do and those who do not recognize that they have a dependency; and
- (e) to offer them opportunities for rehabilitation so that the Borough does not lose valuable trained personnel.

### **Section 3. Definitions**

3-1. The following definitions are provided for certain key terms used in this Policy.

- (a) Abuscreen (on-line) - Immunoassay Procedure - An initial drug screen used to detect the presence of drugs.
- (b) Applicants - Any person who has entered into the employment process for the position of firefighter and any person who is in the process of being rehired for this position.
- (c) Drug Test - A urinalysis test administered under the conditions and procedures established by this Policy to detect the presence of drugs.
- (d) GC/MS - Gas chromatography/mass spectrometry; a confirmatory test to confirm the presence of drugs, which will always be used to confirm an initial positive drug screen.
- (e) Laboratory - Contractor designated by the Borough or Union (if second test is requested) to conduct drug screening tests for the purpose of detecting the presence of drugs. No contractor will be used which is not



approved by the National Institute on Drug Abuse (NIDA). A copy of such license and approval shall be provided to the FMBA Local 108 prior to the commencement of testing.

- (f) Positive Test Result - A positive test result is one obtained by the GC/MS confirmatory test.
- (g) Collector- An agency designated by the Borough to collect samples.
- (h) Working Days- Means the individual shift officer or firefighter' working tour.
- (i) Union Representatives- Individual(s) belonging to a designated fire fighting union.
- (j) Specific Drugs- Cocaine, Marijuana, Amphetamines, Opiates, Phencyclidine

#### **Section 4. General Rules**

4-1. Possession and Use of Drugs Prohibited. Fire department members shall not possess or use any drugs while on or off duty, unless properly prescribed by a licensed physician or dentist or unless properly used as a non-prescription medication according to its labeling directions.

4-2. Reports of Drug Use. Any Fire department members who has a reasonable individualized belief that a fire department members or other member of the Fire Department is using or trafficking in drugs, shall immediately file a report to the Fire Chief of all facts and circumstances, plus corroborating witnesses, if any, which cause the member to believe that the individual is engaging in such activities. All such reports shall be in writing and shall be forwarded directly to the Chief, who shall maintain their confidentiality. To prevent unfounded claims, no allegations of drug use or trafficking will be investigated until the member(s) making these allegations have submitted such a report.

4-3. Use of Prescription and Non-Prescription Medications. Any member who is using any non-prescribed medication, which the member reasonably believes will impair his/her ability to function effectively or safely, must notify his/her immediate Supervisor prior to the start of the work tour. The report must identify the medication, possible side effects, if prescribed, the name of the person prescribing the medication and the illness or injury being treated. Based on the information provided and the potential effects of the medication, the immediate supervisor may require the member to report off work on sick leave until such time as a competent medical authority determines that the member is fit for duty. Any member taking any medication shall be responsible to identify any possible side effects.

4-4. Admission of Drug Use. In the event a member prior to being tested admits to drug use, except immediately prior to testing, the member shall be afforded the benefits provided by Sections 14 through 15 of this Policy.

## **Section 5. Method of Implementation**

5-1. Testing Applicants for Drugs. All applicants for the position of firefighter/EMT shall be tested for drug use as part of their pre-employment screening process.

- (a) The refusal or failure of any applicant to submit a urine sample for testing, when required to do so, shall result in the applicant's rejection for the position.
- (b) A positive test result for any illegal drug shall result in the applicant's rejection for the position of firefighter.

5-2. Testing Members for Drugs. The Borough has the right to test permanently and probationary appointed fire department members for drug use only when:

- (a) there exists a reasonable, individualized belief that a particular member is under the influence of or impaired by drugs and such belief is memorialized in a report submitted pursuant to Section 4-2 of this policy;
- (b) there is a vehicular accident while on duty and with a Fire Department vehicle, only if the officer on duty or Chief sees fit that the individual be tested for drugs and the individual's conduct in the accident, based on eyewitness reports, raises a reasonable individualized belief that the individual's use of drugs was a contributing factor to the accident;
- (c) the member has been charged with a drug-related criminal offense;
- (d) A random test is done through a company that is NIDA certified and a collector that complies with the guidelines **of this policy.**
- (e) Return to duty and/or as required by the EAP Professional

5-3 Scheduling of Drug Tests. Fire department members will be tested only when they are on duty

5-4. Reasonable Individualized Belief to Test for Drugs. The term "reasonable individualized belief" means a belief that a particular member is under the influence of or impaired by drugs which belief is based upon:

- (a) objective facts that the individual is exhibiting the established and generally recognized signs and symptoms of drug abuse;
- (b) which facts are derived from direct observations of that individual's appearance, speech, behavior, odor of breath, responses to questioning, other objective observations, and all reasonable inferences that can be drawn from such observations; and
- (c) which observations are made by an observer who has knowledge of and has received training in identifying the signs and symptoms of drug abuse.

5-5. Vehicular Accident as Justification for Drug Test. The Borough also reserves the right to require that a member undergo drug testing, and be readily available for such testing, when:

- (a) the fire department member is involved in a vehicular accident while on duty and with a Fire Department vehicle and the on duty officer or chief feel the individual should be subject to a drug test;
- (b) based on reports from eyewitness observers of the accident, there is a reasonable individualized belief, from the fire department member's conduct in the accident, that his/her use of drugs was a contributing factor to the accident;
- (c) the member receives a citation or there is an injury to any party which results in transportation to a hospital emergency room or a fatality;
- (d) one or more motor vehicles incur disabling damage as a result of the accident that requires the vehicle to be transported away from the scene.

5-6. Criminal Charges as Justification for Drug Test. Whenever a fire department member is arrested and probable cause is found by a court of competent jurisdiction to charge the individual with a drug or drug-related offense under any State or federal criminal law, the Borough will require that the individual submit to a drug test in accordance with the provisions of this Policy.

## **Section 6. Notification of Drug Screening Program**

6-1. Individual Member Notices. A copy of this Policy will be distributed to each fire department member, along with a written notice stating the date on which this Policy will become effective. Receipt of this Policy and its accompanying notice will be acknowledged by each fire department member in writing and placed in the individual's personnel file. If the individual refuses to sign the acknowledgment, the individual's supervisor shall note on the acknowledgment form that the individual received a copy of this Policy and accompanying notice.

Posting of Notice. A copy of this Policy and the notice provided by this paragraph will also be posted in all locations where notices to fire department members are regularly posted. This Policy shall not become effective until at least sixty (60) days after it has been posted and all fire department members have received a copy of it.

## **Section 7. Voluntary Identification**

7-1. Upon adoption of this policy any member voluntarily seeking assistance with a possible drug problem shall submit to a drug test in accordance with this policy. If drug test returns positive, this would not count as a first offence as long as the employee completes the EAP program and if deemed necessary, adheres to Section 15-1 (a), second paragraph.

## **Section 8. Fire department members and Union Rights**

8-1. Entitlement to Rights and Protections. When the facts support a reasonable, individualized belief that a fire department member is a drug abuser, the Borough has the right to require that the individual submit without delay to a urinalysis test during the investigation of suspected drug use, and during the urine sampling and testing process, the individual is entitled to certain rights and protections as described in this Section.

8-2. Training of Supervisors to Identify Drug Abuse. Training will be given so that supervisors are knowledgeable in identifying the signs and symptoms of drug abuse upon which a reasonable, individualized belief must be based. This training program will be repeated at least once in every twelve-month period. The Borough has sole discretion to determine the content and all other aspects of this training.

8-3. Training of Fire Department Members. The Chief shall select a sufficient number of fire officers/fire department members from the different shifts and tours in the Fire Department so that at least one fire department member assigned to each shift on each tour are trained to participate in identification of the signs and symptoms of drug abuse. This training program shall be repeated at least once in every twelve (12) month period. The Borough has sole discretion to determine the content and all other aspects of this training program. The Borough is free, in its sole discretion, to provide this training to all fire officers/fire department members